

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

LANDSCAPE OPERATING ENGINEER

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES**

MASTER LABOR AGREEMENT**between****KCI ENVIRONMENTAL, INC.****and****THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12**

This Agreement entered into this 1st day of October, 2007, by and between KCI ENVIRONMENTAL, INC., signatory hereto, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the "Union".

PURPOSE

The Employer is engaged in Landscape and Irrigation and Site Development work in Southern California and Nevada, and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Employer wants to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Employer, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Employer further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Employer is assured continuity of operation and the employees of the Employer are assured continuity of employment and industrial peace is maintained.

ARTICLE I General Provisions

B. Coverage:

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractor in the territory as described in this paragraph, employed to perform or performing any landscape or irrigation work within the jurisdiction of the Union, as such employees and landscape or irrigation work are respectively defined hereafter in this Agreement in the area known as the State of California, Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument, San Diego County, and the State of Nevada, Counties of Clark, Esmeralda, Lincoln and Nye.

2. The Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

3. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union signatory to this Agreement.

a. It shall cover all landscape and irrigation work on public or private jobs.

4. It is agreed that all repair and maintenance of Operating Engineers equipment performed by the Contractor shall be performed by an Operating Engineer employee covered by this Agreement.

5. In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by the Contractor or Subcontractor which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

10. Water Control:

a. A Dewatering System is a combination of one or more pumps of any type, size or motive power, including, but not limited to, wellpoint pumps, submersible pumps, well pumps, ejector or eductor pumps in combination with wells, wellpoints, sumps, piping and/or other appurtenances powered by diesel, electric, gasoline, or any other type of motive power, to control water on any and all types of construction work.

b. During the day shift, a Dewatering System shall be started, stopped, serviced and maintained by an employee covered by the terms of this Agreement, however, a Pump Operator will not be required on the day shift, provided there are other operators on the jobsite assigned to service and maintain the pumps during said day shift. A Pump Operator will be required on the second and third shifts unless full shifts are worked by second and third shift personnel.

c. When submersible or well pumps are operated with public electric power, an Operating Engineer will not be required. Jobsite maintenance or repairs on the system, if required, shall be performed by an Operating Engineer. An Operating Engineer will not be required on a single small unit which is used for the filling of a water tank or water trucks.